

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

IN RE:

**LARRY FREDERICK and
SHARON FREDERICK,**

Joint Debtors,

**LARRY FREDERICK and
SHARON FREDERICK**

Movants,

vs.

**M&T BANK AND THE UNITED
STATES OF AMERICA FARM
SERVICE AGENCY.**

Respondents.

Bankruptcy No. 18-70870-JAD

Chapter 11

Document No.

**Related to Doc. Nos. 88, 163, 172, 173,
183, 195, 196**

ORDER OF COURT

Upon due consideration of the Motion to Approve Stipulation and Consent Order Settling Contested Matters Between the Debtors and M&T Bank and Establishing Asset Sale Process (the "Motion"), and after such notice as the Court deemed due, adequate and appropriate under the circumstances, and the Court further finding good and sufficient cause therefor and that it is fair and in the best interest of the Debtors, the bankruptcy estate and the parties in interest, and any and all objections to the Motion being resolved or hereby overruled, it is hereby **ORDERED, ADJUDGED** and **DECREED** that the Motion is granted and that the Stipulation and Consent Order attached as **Exhibit A** to the Motion is approved and adopted as an order of this Court (subject to the qualification set forth below), and the Debtors are authorized to enter into and to carry out the transactions contemplated by the Stipulation and Consent Order.

For the avoidance of doubt, the Court will also “so order” the Stipulation and Consent Order.

Notwithstanding anything to the contrary in the Stipulation and Consent Order, the Parties¹ acknowledge that Growmark has asserted a third position lien on the Debtors’ Personal Property in the amount of \$261,101.36. In the event that the Debtors and Eric and Jennifer Frederick, as the stalking horse bidder for the FR Property and the Personal Property, are able to resolve the amount and extent of Growmark’s alleged lien on the Personal Property prior to the sale for the payment of a sum certain not to exceed \$120,000 (the “Stipulated Amount”), Growmark shall be paid the Stipulated Amount out of the sale proceeds at closing provided that the FR APA will be adjusted to reflect a total purchase price payable at closing of \$2,100,000 plus the Stipulated Amount. In the event that the Debtors and Eric and Jennifer Frederick (or any other purchaser submitting a higher and better offer at the Sale Hearing for the FR Property and the Personal Property) and Growmark are unable to agree on the payment terms for the Stipulated Amount at or prior to the Sale Hearing on March 16, 2021, the total purchase price under the FR APA will be adjusted to \$2,361,101.30, of which \$261,101.36 shall be held in escrow by counsel for the debtors (the “Escrow”) pending the resolution of the amount, extent, priority and validity of Growmark’s lien on the Personal Property, and the rights of all parties, including, but not limited to, Growmark and the successful purchaser of the FR Property and the Personal Property approved by the Court at the Sale Hearing, to prosecute and defend such lien and the priority and/or subordination of such lien are hereby reserved and preserved. In the event an Escrow is established, M&T Bank shall

¹ Capitalized terms not otherwise defined in this Order shall have the meaning ascribed to them in the Motion or the Stipulation and Consent Order.

have no right to assert any lien against the Escrow, and Growmark shall have no right to assert any lien against any other proceeds of sale other than the Stipulated Amount or the Escrow.

Date: _____

Jeffery A. Deller
United States Bankruptcy Judge